



JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

0006

June 30, 2009

W. Douglas Snow  
Travelers Casualty & Surety Co  
One Tower Square  
Hartford, CT 06185

Subject: Return of Surety Bond # \_\_\_\_\_, W. W. Clyde & Co., Woolsey Quarry, M0490070,  
Utah County, Utah

Dear Mr. Snow:

Enclosed please find original Surety Bond # \_\_\_\_\_ issued by Travelers Casualty & Surety Co. in the amount of \$25,200. A surety bond for \$711,000. is currently being held with Travelers Casualty & Surety Co.; therefore the Division is releasing Surety Bond # \_\_\_\_\_

If you have any questions, please feel free to call me at (801) 538-5291.

Sincerely,

Penny Berry  
Bond Coordinator

an

Enclosure

cc: Brent Sumsion, W. W. Clyde & Co.  
Penny Berry, DOGM

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0006

May 24, 2006

Bond Number \_\_\_\_\_  
 Surety NAIC No. \_\_\_\_\_  
 Permit Number M/049/0010  
 Mine Name Woolsey Quarry

**ATTACHMENT A**  
**To**  
**RECLAMATION CONTRACT**  
**BETWEEN PRINCIPAL AND DIVISION**

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Oil, Gas and Mining**  
 1594 West North Temple Suite 1210  
 Box 145801  
 Salt Lake City, Utah 84114-5801  
 Telephone: (801) 538-5291  
 Fax: (801) 359-3940

**THE UTAH MINED LAND RECLAMATION ACT**

**SURETY BOND**

\*\*\*\*\*

The undersigned W. W. Clyde & Co., as Principal,  
 a Corporation organized under the laws of the State of Utah and  
Travelers Casualty & Surety Company of America, as Surety, a Corporation  
 organized under the laws of the State of \_\_\_\_\_, hereby jointly and severally bind ourselves,  
 our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of  
 Utah, Division of Oil, Gas and Mining ("Division") and \_\_\_\_\_  
 (other agency, if any) in the penal sum of Twenty Five Thousand Two Hundred Dollars and 00/100  
 dollars (\$ 25,200.00).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms  
 and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be  
 affected by mining operations as identified in the Notice of Intention received, or approved if  
 applicable, by the Division on the 25th day of March, 20 09.

The lands that are covered by this Surety Bond are the Lands Affected by mining  
operations as defined and described in the above Notice, and the Mining and  
Reclamation Plan if required, subject to terms and conditions of the Reclamation  
Contract.

The condition of this obligation is that if the Division determines that Principal has satisfactorily  
 reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or Notice and has  
 faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules

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MAR 30 2009

DIV. OF OIL, GAS & MINING

and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

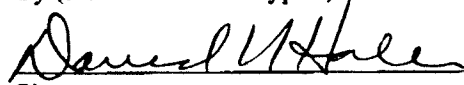
Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

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Attachment A  
(revised May 24, 2006)

Bond Number \_\_\_\_\_  
Surety NAIC No. \_\_\_\_\_  
Permit Number M/049/0070  
Mine Name woolsey Quarry

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

W. W. Clyde & Co  
Principal (Permittee)


David R. Hales, Executive Vice President  
By (Name and Title typed):  
  
Signature

March 25, 2009  
Date

**Surety Company**

Travelers Casualty & Surety Company of America  
Surety Company Name

\_\_\_\_\_  
Surety Company Officer

\_\_\_\_\_  
Title/Position  
  
Signature W. Douglas Snow, Attorney-in-Fact

Construction Services, Travelers Bond & Financial Products

Street Address

One Tower Square, Hartford, CT 06185  
City, State, Zip

801-685-6860  
Phone Number


March 25, 2009  
Date

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MR-5  
Attachment A  
(revised May 24, 2006)

Bond Number \_\_\_\_\_  
Surety NAIC No. \_\_\_\_\_  
Permit Number M/049/0070  
Mine Name Woolsey Quarry

SO AGREED this 13<sup>th</sup> day of April, 20 09.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

  
John R. Baza, Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Bond Number \_\_\_\_\_  
Surety NAIC No. \_\_\_\_\_  
Permit Number M/049/0070  
Mine Name Woolsey Quarry

## AFFIDAVIT OF QUALIFICATION

On the 25th day of March, 20 09, W. Douglas Snow  
personally appeared before me, who being by me duly sworn did say that he/she, the said  
W. Douglas Snow is the Attorney-in-Fact of  
Travelers Casualty & Surety Company of America and duly acknowledged that said instrument was signed on behalf  
of said company by authority of its bylaws or a resolution of its board of directors and said  
W. Douglas Snow duly acknowledged to me that said company executed the same, and that  
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized  
to execute the same and has complied in all respects with the laws of Utah in reference to becoming  
sole surety upon bonds, undertaking and obligations.

Signed: [Signature]  
Surety Officer

Title: Attorney-in-Fact

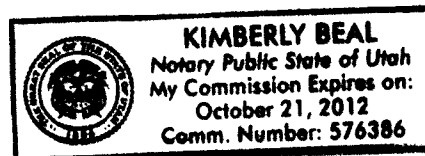
STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

Subscribed and sworn to before me this 25th day of April, 20 09.

[Signature]  
Notary Public  
Residing at: Salt Lake City

My Commission Expires:

10-21, 20 12





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219509

Certificate No. 002532283

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

W. Douglas Snow, D. Cory Payne, James H. Dickson, Randall J. Austin, Aaron Griffith, Mark J. Austin, Susan R. Smith, and Barbara J. Carter

of the City of Murray, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2008.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*George W. Thompson*  
George W. Thompson, Senior Vice President

On this the 31st day of July, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public